

- \_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.
- \_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.
- \_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.
- \_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- \_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9
- \_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.
- \_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.
- \_\_\_ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- X \_\_\_ (15) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- \_\_\_ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- \_\_\_ (17) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- \_\_\_ (18) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- \_\_\_ (19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- \_\_\_ (20) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- X \_\_\_ (21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

\_\_\_ (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

\_\_\_ (23)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

\_\_\_ (24) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (25)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

X \_\_\_ (26) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (27) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

\_\_\_ (28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

\_\_\_ (29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

\_\_\_ (30) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (31) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X \_\_\_ (32) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (33) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (34) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (35) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (36)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm and Material Type contract resulting from this solicitation.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within contract expiration date.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 (sixty) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 (thirty) months.

(End of clause)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT  
(FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

ACA RCO ITALY – SUB-OFFICE LIVORNO  
Comando Americano Camp Darby  
56018 Tirrenia (PI)

or

ACA RCO ITALY – SUB-OFFICE LIVORNO  
Unit 31301, Box 10  
APO AE 09613

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

(End of clause)

#### 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

#### 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

\_\_\_Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

#### 252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

#### 252.222-7003 PERMIT FROM ITALIAN INSPECTORATE OF LABOR (JUNE 1997)

Prior to the date set for commencement of work and services under this contract, the Contractor shall obtain the prescribed permit from the Inspectorate of Labor having jurisdiction over the work site, in accordance with Article

5g of Italian Law Number 1369, dated October 23, 1960. The Contractor shall ensure that a copy of the permit is available at all reasonable times for inspection by the Contracting Officer or an authorized representative. Failure to obtain such permit may result in termination of the contract for the convenience of the United States Government, at no cost to the United States Government.

(End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of clause)

252.229-7001 TAX RELIEF (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: \_\_\_\_\_ (Offeror Insert)

RATE (PERCENTAGE): \_\_\_\_\_ (Offeror Insert)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

252.229-7003 TAX EXEMPTIONS (ITALY) (JAN 2002)



(a) The Contractor represents that the contract price, including the prices in subcontracts awarded under this contract, does not include taxes from which the United States Government is exempt.

(b) The United States Government is exempt from payment of Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy.

(1) The Contractor shall include the following information on invoices submitted to the United States Government:

(i) The contract number.

(ii) The IVA tax exemption claimed pursuant to Article 72 of Decree Law 633, dated October 26, 1972.

(iii) The following fiscal code(s): 80028250241

(2)(i) Upon receipt of the invoice, the paying office will include the following certification on one copy of the invoice:

"I certify that this invoice is true and correct and reflects expenditures made in Italy for the Common Defense by the United States Government pursuant to international agreements. The amount to be paid does not include the IVA tax, because this transaction is not subject to the tax in accordance with Article 72 of Decree Law 633, dated October 26, 1972." An authorized United States Government official will sign the copy of the invoice containing this certification.

(ii) The paying office will return the certified copy together with payment to the Contractor. The payment will not include the amount of the IVA tax.

(iii) The Contractor shall retain the certified copy to substantiate non-payment of the IVA tax.

(3) The Contractor may address questions regarding the IVA tax to the Ministry of Finance, IVA Office, Rome (06) 520741.

(c) In addition to the IVA tax, purchases by the United States Forces in Italy are exempt from the following taxes:

(1) Imposta di Fabbricazione (Production Tax for Petroleum Products).

(2) Imposta di Consumo (Consumption Tax for Electrical Power).

(3) Dazi Doganali (Customs Duties).

(4) Tassa di Sbarco e d'Imbarco sulle Merci Transportate per Via Aerea e per Via Maritima (Port Fees).

(5) Tassa di Circolazione sui Veicoli (Vehicle Circulation Tax).

(6) Imposta di Registro (Registration Tax).

(7) Imposta di Bollo (Stamp Tax).

(End of clause)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

### **CCE 217-4000 OPTION TO EXTEND SERVICES (March 2005)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within fifteen (15) calendar days prior to the expiration of the contracts period of performance.

### **CCE 225-4001 INSTALLATION CLEARANCE REQUIREMENTS (March 2005)**

(a) Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by Host Nation law to work in that country. Failure to submit required information/data and obtain required documentation or clearances in accordance with AE Regulation 190-16, Installation Access Control, will be grounds for denying access to U.S. installations and controlled areas. The Contractor is responsible to ensure that any Subcontractor used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any Subcontractor utilized by the contractor, are made aware of and comply with these requirements.

(b) The Contractor is responsible for being aware of and complying with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control (IAC) processing requirements.

(c) The Contractor is responsible for returning installation passes to the issuing Installation Access Control Office (IACO) when the contract is completed or when a contractor employee no longer requires access.

(d) AE 190-16 (and AE 190-16-G German translation) can be found on the following website:  
<http://www.hq.usacce.army.mil/>

(e) Below is the responsible Organizational Sponsor & Installation Access Control Office for this contract:

Organizational Sponsor: \_\_\_\_DPW – Utilities Division\_\_\_\_\_  
 Location: \_\_\_\_Depot Area\_\_\_\_ Building No: \_\_\_\_5155\_\_\_\_\_  
 DSN Phone No: \_\_\_\_633-7288\_\_\_\_ Commercial Phone No: \_\_\_\_050-547288\_\_\_\_\_  
 Installation Access Control Office:  
 Location: \_\_\_\_Camp Darby\_\_\_\_ Building No: \_\_\_\_806\_\_\_\_\_  
 DSN Phone No: \_\_\_\_633-7369\_\_\_\_ Commercial Phone No: \_\_\_\_050-547369\_\_\_\_\_

#### **CCE 225-4003 NOTICE OF CONTRACTOR RESPONSIBILITY TO HOST NATION (March 2005)**

This is a non-personal service contract with an individual acting as an independent contractor. As such, the contractor is not an employee of the U.S. Government and it is solely the contractor's responsibility to determine his/her reporting and payment responsibilities under Host Nation tax and labor laws. Status as a member of the U.S. Forces under the NATO SOFA Supplementary Agreement does not in itself relieve the contractor of responsibilities under Host Nation laws. Contractor should consult appropriate authorities and advisors on these matters. Department of Defense military and civilian personnel will not provide advice in these matters. Contractor shall hold harmless the U.S. Government for any liability that may arise from the contractor's noncompliance with Host Nation laws.

#### **CCE 233-4001 CHOICE OF LAW – OVERSEAS (ITALY) (March 2005)**

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is to be performed and agrees to accept the exclusive jurisdiction of the Armed Service Board of Contract Appeals and the United States Claims Court for the hearing and determination of any and all disputes that may arise under the Dispute Clause.

Traduzione: Scelta della Giurisdizione

Il presente contratto sarà interpretato ai sensi della legge vigente negli Stati Uniti d'America. Con il perfezionamento del presente contratto, il contraente dichiara espressamente di rinunciare al diritto di invocare la giurisdizione delle autorità giudiziarie del luogo ove il contratto stesso deve essere eseguito ed dichiara inoltre di accettare la giurisdizione esclusiva del Armed Service Board of Contract Appeals e del Claims Court degli Stati Uniti per l'esame e la determinazione delle controversie che dovessero sorgere ai sensi della Clausola sulle Controversie.

\_\_\_\_\_  
 (Signature of Contractor)

\_\_\_\_\_  
 (Date)

CCE 204-4000

CCE 204-4000 U.S. AND HOST NATION HOLIDAYS (MAR 2005)

US Holidays: Work shall not be performed on U.S. holidays occurring during the normal workweek unless approved directed by the Contracting Officer. When a US holiday occurs on a Saturday or a Sunday, the holiday is observed on the preceding Friday or following Monday, respectively.

Italian Holidays: Work shall not be performed on holidays occurring during the normal workweek unless approved by the Contracting Officer.

The U.S. holidays are:

New Years Day	January 1
Martin Luther King Day	January – 3 <sup>rd</sup> Monday
Presidents Day	February – 3 <sup>rd</sup> Monday
Memorial Day	May – last Monday
Labor Day	September – 1 <sup>st</sup> Monday
Columbus Day	October – 2 <sup>nd</sup> Monday
Veterans Day	November 11
Thanksgiving Day	November – 4 <sup>th</sup> Thursday
Christmas Day	December 25

The Italian holidays are:

New Years Day	January 1
Day of Epiphany	January 6
Easter Monday	April 17
Liberation Day	April 25
Labor Day	May 1
Republic Day	June 2
Assumption Day	August 15
All Saints Day	November 1
Immaculate Conception	December 8
Christmas Day	December 25
Saint Stephens Day	December 26

#### TECHNICAL SPECIFICATIONS

DEPARTMENT OF THE ARMY  
U.S. ARMY INSTALLATION MANAGEMENT COMMAND  
U.S. ARMY GARRISON LIVORNO  
UNIT 31301  
APO AE 09613

TECHNICAL SPECIFICATIONS  
Consisting of 10 Sheets

PROJECTS No. EA-00026-7P

INSPECTION, MAINTENANCE AND REPAIR  
OF ALL LIGHTNING PROTECTION SYSTEMS

STATEMENT OF WORK  
**FOR**  
INSPECTIONS, MAINTENANCE AND REPAIRS  
OF ALL LIGHTNING PROTECTION SYSTEMS

1-01. GENERAL CONDITIONS

- a. Maintenance and repair service shall be performed in strict compliance with ISPEL (Superior Accident Prevention and Job Security Institute) standards, CEI (Italian Electrical Committee) standards Law 626 and 464.
- b. The Contractor shall furnish all labor, equipment, supervision and transportation necessary for performance of the service called by these specifications. The US Government at no cost will furnish electricity and water to the Contractor.
- c. Any US Government real estate damaged by the Contractor during the course of work shall be repaired at no cost to the Government. The damaged property shall be repaired in such a manner as to fully restore the condition existing before the damage.

1-02. WORK DESCRIPTION.

- a. Semi-Annual Visual inspection.

For each system, shall perform an inspection using methods and recommendation showed in all current European and USA military standards & regulations. During the inspection the contractor shall verify the integrity of all LPS evaluating the operation condition and if they meet all current European and USA military standards & regulations and instructions.

Current USA military Regulation listed below for your information, and we will provide a copy of them by Compact Disk.

Document List:

LPS AFI32-1065

USAREUR regulation 385-64

NFPA 780 appendix B.1-B2 K.7

DOD 6055.9

DA PAM 385-64, Ammunition and Explosives Safety Standards

SB 742-1, Ammunition Surveillance Procedure, Jan 2005

NFPA Standard 780, Standard for the Installation of Lightning Protection System

AFM 91 - 201

AFI 32 – 1065

European Norms CEI 62305-3:2006

All discrepancies or needed repairs for each LPS, discovered during the semi-annual inspection shall be reported and planned with the Contracting Officer Representative (COR) for correction and/or modifications.

b. Each works performed during the repairs shall be certified.

c. Maintenance.

The contractor shall perform the maintenance using methods indicated in accordance with all above mentioned, the technical manuals and safety rules.. Maintenance includes but is not limited to, inspection and test of Surge protective Devices and Bus for grounding in all electrical panels, cleaning of the grounding connections, clamping of grounding cables, brushing all rusted bolts and cleaning of all manholes.

d. Assistance on ground testing.

The assistance to the organization/bodies established by "Ministero dello sviluppo economico" (Ministry of Economic Development). in the performing the grounding tests and their certifications shall be conducted by the contractor using appropriate tools and equipments.

e. Reports.

The contractor shall submit a planned work schedule to COR for approval within (20) calendar days after contract award date. The contractor shall submit a documented report to the COR on all lightning protection system's inspection and, maintenance work, noting discrepancies, system impairments and recommendations, within (7) calendar days after inspection.

The written reports shall be provided in technically correct & understandable Italian and English languages. The contractor whit the COR or the Government Quality Assurance shall review the inspection results and maintenance status of all installed LPS systems included in this contract.

f. Materials required for maintenance work:

All minor materials, which are reasonably used frequently such as: screws, bolts, nuts, clamps, electric wires, fuses, etc shall be considered items required to accomplish the maintenance work and shall be furnished by the Contractor at no additional cost to the Government.

g. Materials required for scheduled and repair/replacement work:

Once ascertained the necessity of material, the request shall be submitted to the COR for verification and approval. The contractor will assure that a list of all purchased material and relative invoices are submitted on a monthly basis together with the invoice for reimbursement.

h. Scheduled and repair/replacement work:

The execution of all scheduled and unexpected repair work shall be dependent upon the approval of the COR. The Contractor shall prepare a labor and material proposal required for any repair or modification work requested before ordering materials or performing work.

Proposal for scheduled repairs shall be provided for negotiation and approval at least five working days in advance. The list of all material to be purchased and relative invoices will be submitted together with the repair invoice.

i. Unexpected repair

Proposal for unexpected repairs shall be provided in writing for negotiation and approval as soon as possible but no longer than one working day after the emergency notification.

A proposal is not required for all immediate works requested by COR. If, additional works are required to complete the emergency repair, the cost of man-hours spent for the emergency repair shall be included in the emergency repair proposal, otherwise the cost shall be invoiced.

1-03. INSTRUCTION MANUAL MATERIAL AND TECHNICAL ADVICE: To perform the works covered by this contract, the Contractor shall use all instruction materials and schematic layout diagrams show in the provided compact disk.

## SECTION II

### SPECIAL CONDITIONS

2-01. **MONTHLY REPORTS.** A report, in English and Italian, on maintenance work made and the work performed shall be prepared and submitted to the Utilities Division, Directorate of Public Works, for information and filing. The report shall indicate the work performed the condition of the LPS and grounding systems, the deficiencies and the work to be done to repair the system and/or meet rules.

#### 2-02 QUALITY CONTROL.

The contractor shall develop and maintain a quality program to ensure maintenance and repair services are performed in accordance with the current rules and instructions. The contractor shall develop and implement procedures to identify and prevent defective services from reoccurring. As a minimum, the contractor shall develop quality control procedures that address the areas identified in paragraph 2-05 Service Delivery Summary. The Plan shall be submitted by the contractor within 20 calendar days after contract award.

2-03. **QUALITY ASSURANCE.** The government will periodically evaluate the contractor's performance in accordance with the Quality Assurance Surveillance Plan.

2-04 **QUALITY ASSURANCE SURVEILLANCE PLAN QASP.** Contractor performance will be measured and assessed against performance standard making:

- a. **MAINTENANCE-** The Government will perform an 100% hands-on inspection on each LPS after maintenance.
- b. **REPAIRS-** The Government will perform 100% hands-on inspection on every repair.

#### 2-05 SERVICE DELIVERY SUMMARY.

Objective	Paragraph	Performance Standard	Inspection
Control and inspection of LPS. Maintenance on grounding connections and manholes. All deficiencies noted and malfunction shall be recorded.	1-01 1-02 1-03 2-01 2-02	The LPS shall be operational without interruptions with the exception of maintenance & repairs at 100% in accordance with:  NFPA 780 AFI 32-1065 DA PAM 385-64 DOD 6055.9 And European Norm CEI 62305-3:2006 -The discrepancies shall be notified to the COR.	100% inspection 100% review of submitted report.



Repair Replacement of LPS	1-01 1-02 1-03 2-01 2-02	The Repairs shall be performed after the submission of proposal 100% in accordance :  NFPA 780 AFI 32-1065 DA PAM 385-64 DOD 6055.9 And European Norm CEI 62305-3:2006	100% inspection 100% review of submitted report.
Emergency Service Responses.	1-01 1-02 1-03 2-01 2-02	Repairs must be completed within 24 hours unless approved otherwise by COR.	100% inspection
Disposal of Waste		100% LAW Republic of Italy regulations.	Job site inspection

## SECTION III

## LPS INVENTORY/LOCATION

N.Prev	BLDG	PROPERTY	TYPE
1	1004		Igloo
2	1005		Igloo
3	1006		Igloo
4	1007		Igloo
5	1008		Igloo
6	1009		Igloo
7	1010		Igloo
8	1011		Igloo
9	1012		Igloo
10	1013		Igloo
11	1014		Igloo
12	1015		Igloo
13	1016		Igloo
14	1017		Igloo
15	1018		Igloo
16	1019		Igloo
17	1020		Igloo
18	1021		Igloo
19	1022		Igloo
20	1023		Igloo
21	1024		Igloo
22	1025		Igloo
23	1026		Igloo
24	1027		Igloo
25	1028		Igloo
26	1029		Igloo
27	1030		Igloo
28	1031		Igloo
29	1032		Igloo
30	1033		Igloo
31	1034		Igloo
32	1035		Igloo
33	1036		Igloo
34	1037		Igloo
35	1038		Igloo
36	1039		Igloo
37	1040		Igloo
38	1041		Igloo
39	1042		Igloo
40	1043		Igloo
41	1044		Igloo
42	1045		Igloo
43	1046		Igloo
44	1047		Igloo
45	1048		Igloo

46	1049		Igloo
47	1050		Igloo
48	1051		Igloo
49	1052		Igloo
50	1053		Igloo
51	1054		Igloo
52	1055		Igloo
53	1056		Igloo
54	1057		Igloo
55	1058		Igloo
56	1059		Igloo
57	1060		Igloo
58	1061		Igloo
59	1062		Igloo
60	1063		Igloo
61	1064		Igloo
62	1065		Igloo
63	1066		Igloo
64	1067		Igloo
65	1068		Igloo
66	1069		Igloo
67	1070		Igloo
68	1071		Igloo
69	1072		Igloo
70	1073		Igloo
71	1074		Igloo
72	1075		Igloo
73	1076		Igloo
74	1077		Igloo
75	1078		Igloo
76	1079		Igloo
77	1080		Igloo
78	1081		Igloo
79	1082		Igloo
80	1083		Igloo
81	1084		Igloo
82	1085		Igloo
83	1086		Igloo
84	1087		Igloo
85	1088		Igloo
86	1089		Igloo
87	1090		Igloo
88	1091		Igloo
89	1092		Igloo
90	1093		Igloo
92	2000	ARMY	Warehouse
93	2001	ARMY	Warehouse
94	2002	ARMY	Warehouse
95	2003	ARMY	Warehouse
96	2004	ARMY	Warehouse

97	2005	ARMY	Warehouse
98	2006	ARMY	Warehouse
99	2007	ARMY	Warehouse
100	2008	ARMY	Warehouse
101	2010	ARMY	Warehouse
102	2011	ARMY	Warehouse
103	2013	ARMY	Warehouse
104	2014	ARMY	Warehouse
105	2015	ARMY	Warehouse
106	2020	ARMY	Warehouse
107	2021	ARMY	Warehouse
108	2022	ARMY	Warehouse
109	2023	ARMY	Warehouse
110	2024	ARMY	Warehouse
111	2032	AIR FORCE	Warehouse
112	2033	AIR FORCE	Warehouse
113	2035	AIR FORCE	Warehouse
114	2036	AIR FORCE	Warehouse
115	2037	AIR FORCE	Warehouse
116	2038	AIR FORCE	Warehouse
117	2040	ARMY	Warehouse
118	2041	ARMY	Warehouse
119	2042	ARMY	Warehouse
120	2043	ARMY	Warehouse
121	2047		Milvan 8 con luci
122	3016		Milvan 5 con luci
123	3028		Milvan 1 con luci
124	3041	AIR FORCE	Warehouse
125	3050	AIR FORCE	Warehouse
126	3051	AIR FORCE	Warehouse
127	3052	AIR FORCE	Warehouse
128	3053	AIR FORCE	Warehouse
129	3064	ARMY	igloo piccoli senza alimentazione
130	3065	ARMY	igloo piccoli senza alimentazione
131	3066	AIR FORCE	Warehouse
132	3071	AIR FORCE	Warehouse
133	3073	AIR FORCE	Segregated Warehouse
134	3084	ARMY	igloo piccoli senza alimentazione
135	3085	ARMY	igloo piccoli senza alimentazione
136	3086	ARMY	igloo piccoli senza alimentazione
137	3087	ARMY	igloo piccoli senza alimentazione
138	4000	ARMY	Warehouse
139	4005	ARMY	Warehouse
140	4024		Milvan 2 con luci
141	4025		Milvan 6 con luci
142	4026		Milvan 7 con luci
143	1 PAD AF	AIR FORCE	6 Pali bassi con calata unica fino a terra
144	10 PAD AF	AIR FORCE	In ristrutturazione
145	11 PAD AF	AIR FORCE	6 Pali alti + Struttura
146	12 PAD AF	AIR FORCE	6 Pali alti + Struttura

147	13 PAD AF	AIR FORCE	6 Pali alti + Struttura
148	14 PAD AF	AIR FORCE	No LPS non ci sono pali ne LPS ne struttura ditta fallita
149	2 PAD AF	AIR FORCE	6 Pali alti + Struttura
150	3 PAD AF	AIR FORCE	6 Pali bassi con calata unica fino a terra
151	4 PAD AF	AIR FORCE	6 Pali bassi con calata unica fino a terra
152	5 PAD AF	AIR FORCE	6 Pali alti + Struttura
153	6 PAD AF	AIR FORCE	6 Pali alti + Struttura
154	7 PAD AF	AIR FORCE	6 Pali alti + Struttura
155	8 PAD AF	AIR FORCE	6 Pali alti + Struttura
156	9 PAD AF	AIR FORCE	No LPS non ci sono pali ne LPS ne struttura
157	DOC	ARMY	Piazzale 4 pali collegati fra loro
158	426	CDS	Piazzale 4 pali collegati fra loro
159	RAIL HEAD	FSB	Piazzale 4 pali collegati fra loro
160	730	AFN	Tower
161	92	AFN poggio lecceta	tower
162	5012	509th	Building

## ATTACHMENT 1

## MINIMUM AMMUNITION STORAGE AREA SAFETY/SECURITY REQUIREMENTS

1 December 2000

1. If old or suspected ammunition or other suspicious items are found in the Ammunition Storage Area (ASA), they may be EXTREMELY DANGEROUS, do not touch or disturb. Mark the area near the item, move all persons away from the immediate area (1,200 feet minimum) and immediately notify one of the following: nearest passing security patrol, any ASA gate guard and/or call commercial 050-548326/7603 or DSN: 633-8326/7603 and identify the situation to any person that answers the telephone.
2. No matches, lighters (to include vehicle lighters), fireworks, or other fire, heat or spark-producing device and equipment are authorized in the ASA unless specifically authorized in writing. Written authority must be posted at the site where heat-producing device will be used. All unauthorized material will be turned over to the gate security personnel prior to entering the area.
3. All personnel entering the ASA will undergo a badge exchange, i.e. installation badge or paper work allowing the individual on Camp Darby turned over to the security guard at the gate for an ASA badge. The ASA badge will be displayed on the upper portion of the body on your outer garment where it is clearly visible to patrolling security and ASA personnel. This badge exchange will take place every time you enter/exit the ASA, with no exceptions.
4. No smoking in the ASA exception by written exception. If written exception is given the document must be posted at the smoking location with strict adherence to its requirements.
5. No fires for heating or cooking.
6. No cell phones inside the ASA. Phone can be left with security personnel at the gate entered.
7. All motor vehicles entering the ASA will be equipped with at least one serviceable fire extinguisher. All motor vehicles will be in a safe and serviceable operating condition with no leaking oil or fuel and no leaks in the exhaust system. Ammunition laden vehicles (military or commercial) will be in possession of a valid DD Form 626 prior to entrance or exit.
8. No privately owned vehicles (POV) will be permitted to enter the ASA.
9. All vehicles/personnel are subject to search upon entering and exiting the ASA.
10. Alcoholic beverages/drugs are prohibited in the ASA.
11. Wandering within the ASA is strictly prohibited. All personnel must stay within their work area and approved entrance/egress routes.
12. To approach within 500 feet of an ammunition operation in progress is strictly prohibited without permission from the individual in charge of the operation.
13. In the event of a fire or emergency all personnel will immediately evacuate the ASA unless you are responsible for the fire/emergency. If you are responsible for the fire/emergency place yourself at a safe distance from the hazard and direct security/fire personnel to the problem area.
14. All personnel working in the ASA will maintain an immaculate area. If you make a mess you will clean it up or be bared from the ASA. You are responsible for the removal of "all" material brought into the ASA.

15. Do not exceed the speed limit while in the ASA. The speed limit inside the ASA is 20 miles per hour (MPH) or 32 kilometers per hour (KPH), no exceptions. NOTE: road, weather and environmental conditions over ride posted speed limits.
16. No weapons or fire arms except for on duty security personnel are permitted in the ASA.
17. Ammunition/explosive operations to include transport will have priority over all other operations.